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#### Contract Database Metadata Elements

Title: **Attica, Village of and Village of Attica Police Officers- Unit B, CSEA, Local 1000 AFSCME, AFL-CIO, Wyoming County Local 861 (2008)**

Employer Name: **Attica, Village of**

Union: **Village of Attica Police Officers- Unit B, CSEA, AFSCME, AFL-CIO**

Local: **Wyoming County Local 861, 1000**

Effective Date: **06/01/08**

Expiration Date: **05/31/12**

PERB ID Number: **7518**

Unit Size:

Number of Pages: **30**

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# AGREEMENT

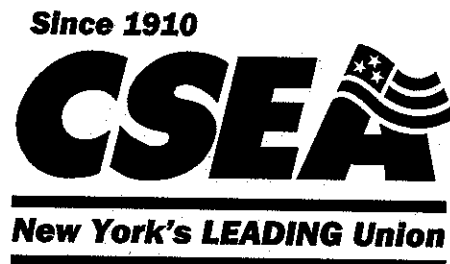
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by and between the

VILLAGE OF ATTICA

and

CSEA, Local 1000 AFSCME,  
AFL-CIO



Village of Attica Police Officers - Unit B  
Wyoming County Local 861

**June 1, 2008 - May 31, 2012**

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## **LEGISLATIVE REVIEW**

It is agreed by and between the parties that any provision of this Agreement requiring Legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

## **STATEMENT OF PURPOSE**

It shall be the policy of the Village of Attica and the purpose of this Agreement to promote harmonious and cooperative relationships between the Village and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government. This Agreement is made between the Village of Attica; hereinafter referred to as the "Employer" and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, the certified union for the Village of Attica, Unit B, Police Officers of the Wyoming County Local 861, hereinafter referred to as the "CSEA", Village of Attica Unit.

WHEREAS, it is the intent and purpose of the parties hereto to set forth herein the basic Agreement governing wages, hours of work, and other conditions of employment to be observed by the parties hereto.

NOW, THEREFORE, it is mutually agreed as follows:

## **ARTICLE 1 RECOGNITION**

Section 1.1: The Employer agrees that the CSEA shall be the sole and exclusive organizational representative for all individuals described in Section 3 of Article 2 for the purpose of collective bargaining and processing of grievances.

Section 1.2: The CSEA agrees it will not interfere with, coerce, or intimidate any employee into joining the CSEA. The CSEA recognizes that no employee is required to join a Union, but that every employee has a right to choose of his own free will as to whether or not he will or will not join a Union. The CSEA further agrees that there will be no interference with the free right of any employee of the Village to enter and leave its facilities and properties unmolested.

Section 1.3: The Village agrees that there shall be no discrimination, interference, restraint or coercion by the Village on behalf or against any of its employees because of membership in the CSEA or for engaging in legal Union activity.

Section 1.4: The Village recognizes CSEA as the exclusive negotiating agent for employees within the designated unit.

Section 1.5: The period of unchallenged representative status for CSEA shall be the maximum permitted by the Taylor Law.

## **ARTICLE 2 DEFINITIONS**

Section 2.1: The following terms as used in this Agreement shall have the following meaning only:

1. "Village" or "Employer" means the Village of Attica.
2. "Union" or "CSEA" means the Village of Attica Unit B: Police Officers of Wyoming County Local 861 of the Civil Service Employees Association, Inc., Local 1000, AFL-CIO.

3. "Employee" or "Employees" means: "Unit B": Regular full-time or part-time Police Officers in the Village Police Department, excluding all elected officials, the Police Chief and the Village Administrator.

### **ARTICLE 3 MANAGEMENT RIGHTS**

Section 3.1: The Employer retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations to be conducted and rendered, and the methods, processes, and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend and discharge employees; to hire, layoff, assign, transfer, promote, demote and determine the qualifications of employees; to determine the schedule of its various departments' to assign overtime; to make, publish and enforce rules and regulations, including work rules and productivity standards; and to determine the Employer's mission and method and means by which its mission and policies will be carried out.

Section 3.2: The above rights of the Employer are not all inclusive, but indicate the type of matters or rights which belong to and are inherent in the Employer. Any and all rights, powers and authority which the Employer had prior to entering into this Agreement are retained by the Employer, except as expressly and specifically modified by this Agreement.

### **ARTICLE 4 NO STRIKE CLAUSE**

Section 4.1: The CSEA and the employees covered by this Agreement recognize and agree that the rendering of services to the community cannot under any circumstances or conditions be withheld, interrupted, or discontinued, and that to do so would endanger the health, safety and welfare of the inhabitants of the community.

Section 4.2: The CSEA further recognizes the status of the Village employees as "public employees", and the provisions of law applicable thereto which prohibit strikes, the willful absence from one's positions, a stoppage of work or the abstinence, in whole or in part, from the full, faithful proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in conditions or compensation, or the rights, privileges and obligations of employment.

Section 4.3: The CSEA further recognizes that any public employee who engages in said acts is subject to the penalties provided under State Law.

Section 4.4: Neither the CSEA nor its agents nor any employee covered by this Agreement shall, for any reason, cause, authorize, instigate, encourage or condone any strike, slowdown, work stoppage sympathy strike, or any other interference with or abstinence, in whole or in part, from the full, faithful and proper performance of the duties of employment. In the event any such activity does occur, the Union shall exert its best efforts to prevent and terminate the same.

Section 4.5: Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

## **ARTICLE 5**

### **DUES CHECKOFF AND UNION INSURANCE PROGRAM**

Section 5.1: A bargaining unit member desiring to become a member of the Union may execute a written authorization upon an appropriate form. Upon the receipt of the authorization from a bargaining unit member, the Village shall, pursuant to the authorization, deduct from the wages of bargaining unit member regular membership dues each month. Upon receipt of appropriate authorization, the Village shall also deduct and send to CSEA, all CSEA sponsored insurance and benefit program premiums for employees covered by this Agreement.

Section 5.2: The Village, following each pay period from which those deductions are made will transmit the amount so deducted to the Union within thirty (30) days. All transmittals shall be sent out by a listing of the members from whom the deductions have been made and the amount deducted from each to:



Civil Service Employees Association, Inc.  
143 Washington Avenue  
Albany, NY 12210

Section 5.3: The Union shall certify to the employer in writing the current rate of membership dues and shall give the Employer thirty (30) days' notice prior to the effective date of any change.

Section 5.4: A deduction authorized by a bargaining unit member shall continue as long as so authorized unless and until a bargaining unit member notifies the Treasurer of the Village of Attica of his desire to discontinue or to change such authorization in writing and by registered mail and the Village shall forward a copy of the bargaining unit member's notification to the Union.

Section 5.5: The Union having been certified as the exclusive representative of the employees covered under the collective bargaining unit shall be entitled to have monies deducted from the wages or salaries of employees of the aforementioned bargaining unit who are not members of CSEA in the amount equivalent to the annual dues levied by CSEA for full-time and part-time employees who are members.

The fiscal or disbursing officer shall deduct and transmit the amount of monies as determined by the employment status (part-time or full-time) of the employee(s) who is not a member and as established by CSEA to the CSEA in the same form and manner that he/she is now transmitting the dues paid by the employees who are members. All Agency Shop fees deducted shall be sent to CSEA at the address set forth in Section 5.1 of this Article on a monthly basis. The Agency Shop fee deduction shall be accompanied by a list indicating the name and address of those who are not members of CSEA.

The Village will deduct monies that are to be sent to the Tonawanda Valley, Federal Credit Union.

Section 5.6: If, through inadvertence or error, the Village fails or neglects to make a deduction which is properly due and owing from a bargaining unit member's paycheck, such deduction shall be made from the next paycheck of the bargaining unit member and submitted to the collective bargaining representative. The Village shall not be liable to the collective bargaining representative, bargaining unit

member or any party by reason of the requirements of this Article of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.

Section 5.7: It is agreed that the Village assumes no obligation, financial or otherwise, arising out of the provisions of this Article and the Union agrees it shall indemnify the Village and hold it harmless from any and all claims, demands, actions, proceedings, or any other form of liability which may arise against the Village out of or by reason of the deductions provided for in this Article. The Union agrees that once the funds are remitted to it, or to any payee designated by it, the disposition of said funds thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 5.8: The CSEA shall have the right to designate an insurance representative to visit an individual bargaining unit member covered by this Agreement for the purpose of explaining the insurance protection of a CSEA-sponsored insurance program.

Only one such visit per bargaining unit member per contract year shall be permitted, and then only during non-working time and after receiving prior approval from the bargaining unit member's Department Head or his designee, where such visit occurs on Village premises.

Section 5.9: On the effective date of this Agreement, the Employer shall supply to the CSEA Labor Relations Specialist, 120 Pineview Drive, Amherst, New York 14228, a list of all employees in the bargaining unit showing the employees' full name, home address, social security number, job title, work locations, membership status, insurance deductions, and first date of employment. Such information shall hereafter be provided to the above if any changes occur.

## **ARTICLE 6**

### **BULLETIN BOARD**

Section 6.1: The Village shall provide one bulletin board space in the Police Department building for the exclusive purpose of posting bulletins, notices and similar materials issued by the CSEA, not derogatory in nature, which shall be signed by the designated official of CSEA or its appropriate Chapter. There shall be no bulletin board space reserved exclusively for the use of any other employee organizations for bargaining unit employees.

## **ARTICLE 7 ACCESS TO EMPLOYEES**

Section 7.1: Each contract year, the Village will furnish the Union a list of new employees in the bargaining unit in addition to any change of address of current employees in the unit. Such list of new employees shall contain the name, address, position and salary. It is understood that it is the obligation of an employee to notify the Village immediately of any change of address, phone number, name, marital status. Failure to do so may result in disciplinary action being taken against the employee. This information will be held in strict confidence and will not be used to harass any employee.

Section 7.2: Six months prior to the termination date of this Agreement, the Village shall furnish to the Union a list of employees in the bargaining unit, setting forth their names, positions, salary and address.

Section 7.3: One month after the signing of this Agreement, the Village agrees to provide job descriptions of all positions covered by this Agreement to the CSEA Labor Relations Specialist, and annually thereafter during the term of this Agreement. For any new job titles within the bargaining unit created during the term of this agreement, the Union President shall be provided a copy of such job description within thirty calendar days after an employee is appointed to such new position. The Village reserves the right to change job descriptions as necessary during the term of the contract.

## **ARTICLE 8 MEETING SPACE**

Section 8.1: The Union will be accorded the privilege of using meeting space in the Village Hall, when reasonably available for the purpose of conferring with bargaining unit members.

## **ARTICLE 9**

### **UNION BUSINESS**

Section 9.1: Properly designated Union officers shall be allowed necessary time off, without loss of pay, while directly involved in the manner provided in the grievance procedure. The Union officer shall advise his Department Head of the grievance and schedule the activity at a time mutually agreeable to all, including his Department Head and the Department Head of any other employee involved. The Union officer will report back to his Department Head when his part in the grievance is completed.

Section 9.2: The Village agrees to grant a total of four work days off per contract year without loss of pay to the president of the Unit or his designee for the purpose of attending conventions or other functions of the CSEA. The Union agrees to give the Village at least one month's written notice prior to the date of any such leave. The expense of attending such conventions or functions shall be borne by the employee or the Union. (The amount of leave provided herein is inclusive of any such leave provided to any member of the Police Unit of this bargaining unit)

## **ARTICLE 10**

### **LABOR-MANAGEMENT COMMITTEE MEETINGS**

Section 10.1: Labor-Management Committee meetings will be held at least every third month with the Village Departments which have employees covered under this Agreement. Such meetings shall be scheduled by the Village after application by a representative of the Union. The Committee shall consist of the Department Head or his designee, the Union Unit President and any other department or Union representative as previously agreed to by both the Department Head and the Unit President, not to exceed two in number on each side. The CSEA Labor Relations Specialist or the Village Mayor or his designee may be present at any Committee meeting.

## ARTICLE 11 HOURS OF WORK

Section 11.1: Normal work week for full-time employees will consist of 5 eight hour days in a seven day period, (10 days in a 14 day period) with employees assigned to one of the following shifts on a given day:

Shifts:	0600-1400	Monday thru Friday
	1400-2200	Tuesday thru Saturday
	2200-0600	Thursday thru Monday
1st Relief	0600-1400	Saturday
	1400-2200	Sunday & Monday
	2200-0600	Tuesday & Wednesday
2nd Relief	As needed	As assigned

An additional Police Officer may be assigned to work from 2100-0300, or other hours as proper coverage may require, on weekends, holidays or other peak periods.

Section 11.2: The Village may, in its discretion, define a different normal work week or work day for employees hired after June 1, 1984.

Section 11.3: In emergency situations, the Village may assign employees to work schedules other than normal work schedules for periods of up to three weeks in duration.

Section 11.4: Full-time employees who are required to work any shift other than the day shift shall receive a seventy-five cents per hour shift differential for all hours worked provided they have worked at least four hours during the hours of 6:00 p.m. to 6:00 a.m. A full-time employee who works any shift other than the day shift and is required to work beyond his shift shall continue to receive a seventy-five cent per hour shift differential.

Section 11.5: An employee shall be paid his regular rate for negotiated time off with pay. If his regular hourly rate includes a shift differential, the shift differential shall be included when being paid for the time off. (Vacation, holiday, personal leave, sick leave, etc.). Any employee whose regular hourly rate includes the shift differential and is required to work the day shift on a temporary basis, shall

continue to receive the shift differential for a period not to exceed thirty (30) working days.

## **ARTICLE 12 HOLIDAYS**

Section 12.1: The following holidays shall be observed as paid holidays for all full-time employees in the bargaining unit:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas
Independence Day	Employee's Birthday which shall
Labor Day	be a floating holiday

Section 12.2: If any of the aforementioned holidays falls on a Saturday, the Village will observe the holiday on the prior Friday. If a holiday falls on a Sunday, the following Monday will be observed as the holiday.

## **ARTICLE 13 VACATIONS**

Section 13.1: Every effort will be made to grant full-time employees their vacation at the requested time subject to the department's responsibility to maintain work coverage and efficient operations of services to the public. Seniority shall determine competing requests for vacation when there is a conflict between two or more employees.

Section 13.2:

After One	Year's Service	2 Weeks
After Six	Year's Service	3 Weeks
After Eleven	Year's Service	3 Weeks, 1 Day
After Twelve	Year's Service	3 Weeks, 2 Days
After Thirteen	Year's Service	3 Weeks, 3 Days
After Fourteen	Year's Service	3 Weeks, 4 Days
After Fifteen	Year's Service	4 Weeks
After Twenty	Year's Service	5 Weeks
After Twenty-Five	Year's Service	6 Weeks

Section 13.3: If a holiday occurs during an employee's vacation, the holiday will not be charged against vacation credits. An employee on paid sick leave, jury duty, paid military duty, paid vacation time or full pay status will be considered as time worked in determining vacation credits. To be considered on full pay status, any employee must work at least seven (7) days in a fourteen (14) day payroll period.

Section 13.4: An employee who resigns, retires, or is laid off prior to taking his vacation, shall be compensated for the accumulated vacation credits. The employee's estate will receive compensation for an employee's unused vacation in case of the death of an employee.

Section 13.5: A leave of absence without pay or a resignation followed by a reinstatement or rehire in any position in the Village service within one (1) year shall not constitute an interruption of service for the purpose of this provision; provided, however, that the period of leave without pay between resignation and reinstatement, shall not be counted in determining vacation credits per year or rate per month.

Section 13.6: Vacations must be scheduled with the Chief of Police four (4) weeks prior to the time off for days exceeding two (2) days in duration. The Chief of Police shall respond within five (5) business days as to whether or not requested vacation leave has been approved. Failure to respond to a vacation request shall be taken as approval of vacation leave as requested. Any other requests for vacation leave must be submitted 14 days prior. Any leave may be used in 4 hour increments.

Section 13.7: All full-time employees will be credited with the vacation due them on their anniversary date. In the event an employee leaves Village service he/she shall be entitled to the unused vacation credited to him/her on the previous anniversary date.

All new employees will earn vacation credits each pay period from the date they are employed, but will not have any vacation rights for the first year of employment. Thereafter, they will fall under the same guidelines as stated above. An employee will be allowed to carry over only fifteen (15) days into the next fiscal year. If however, an employee is denied permission to take vacation such employee will be allowed to carry over the days denied up to a maximum of twenty-five (25) days all inclusive.

## **ARTICLE 14 OVERTIME**

Section 14.1: All hours worked in excess of forty (40) hours in any normal work week shall be paid at the rate of time and one-half (1 1/2) the employee's regular rate of pay.

Section 14.2: All full-time and part-time employees called back to work shall be guaranteed a minimum of three (3) hours pay to commence on arrival at their work station.

Section 14.3: In computing overtime, all earned time (sick leave, vacation, holidays and personal leave) shall be considered hours worked.

Section 14.4: If an employee is requested to work on a day celebrated as a holiday, the employee shall have the option of taking comp time or he shall receive his regular rate of pay plus a day's pay. Each employee must submit to the Village Clerk by the first of each fiscal year their choice of having comp or pay for holidays worked. If this is not received by the above stated date, the employee will receive holiday pay.

Section 14.5: Any part-time Officer working a Holiday will receive time and one half for all hours worked on said Holidays: Christmas, Thanksgiving, New Years, July 4th.



Section 14.6: Officers assigned to a shift where a relief is to be made will be expected to be on shift 15 minutes prior to such for pre-shift briefing. A 15 minute pre-shift briefing pay per tour at overtime rate for all hours worked over 40, to exclude vacation or sick, etc., only for this section as agreed upon.

## **ARTICLE 15**

### **SICK LEAVE**

Section 15.1: All full-time employees will be credited with four (4) hours of sick time every pay period. Employees hired on or after June 1 shall earn four (4) hours of sick leave each month until the succeeding June 1, at which time they shall receive thirteen days as noted above.

#### **Occasion of Absence**

1. Failure to report for a regularly scheduled shift, without notification.
2. Multiple days of absence – two to three consecutive days will be counted as one occasion if properly documented; otherwise each day will count as one occasion.
3. All absences of more than three consecutive days require documentation and will be counted as one occasion upon receipt of the required documentation.
4. Lateness of more than two hours will count as an occasion of absence.

#### **Time Limits**

Occasions over the previous 12 (twelve) month period.  
Exceed 7 – informal counseling if warranted.  
Exceed 8 – formal counseling if warranted.  
Exceed 9 – final warning if warranted.  
Exceed 10 – disciplinary action if warranted.

#### **Medical Documentation**

All medical documentation will be on the practitioner's stationery, signed personally by the practitioner and will contain the following:

1. A statement that the employee was not able to work during the period for which sick leave credits are claimed.
2. An estimated date of return to work.

All required medical documentation will be furnished within forty-eight (48) hours of return to duty or result in an occasion for every day away from work.

Pre-scheduled, (prior) approved sick leave will not be counted as an occasion; however, the village administration has the authority to require that employees supply written documentation in advance of being granted prior approved sick leave for medical appointment.

Those employees placed on doctor's certificate requirement shall have their cases reviewed every three months. In the event they no longer fall within the recommended criteria, they will be formally notified, in writing, of the removal.

Section 15.2: Sick leave credits may be used in units of not less than one (1) hour.

Section 15.3: A record of the employee's approved sick leave shall be kept by the Village Administrator and shall be related to the employee upon request.

Section 15.4: The Department Head may require an attending physician's certificate after three (3) consecutive days of illness, and every two (2) weeks thereafter, or where, in the discretion of the Village, it is felt that an employee is abusing sick leave and prior written notice of that fact has been given to the employee. The Village shall have the right to refer any employee on sick leave to a physician of the Village's choice. Also, the Village may at any time require a physician's certificate of illness by a physician of the Village's choice. If the Village should elect to have a physician of its choice examine the employee, the Village will pay the cost of such examination. A question concerning the eligibility of an employee for sick leave hereunder shall be grievable.

Section 15.5: Sick leave may be taken only in times of actual sickness, illness or disability or to one of the immediate family members residing with the employee and he/she must care for such.

Section 15.6: Reinstatement of Sick Leave - When an employee is reinstated into the same position or re-employed in the Village bargaining unit within one (1) year following resignation or layoff, sick leave credits accumulated at the time of resignation or layoff shall be restored.

Section 15.7: Medical or Dental Visits - If an employee is required to make visitations during his working hours, as shall be determined by the employee's Department Head or his designee upon sufficient proof by the employee, time off for medical or dental visits may be granted by the employee's Department Head or his

designee. Such absence may be deducted from accumulated sick leave in units of not less than one (1) hour.

Section 15.8: The Village shall continue to provide the current New York State Disability Benefits, or its equivalent at the option of the Village.

## **ARTICLE 16 PERSONAL LEAVE**

Section 16.1: Full-time employees shall be granted four (4) leave days per year for the purpose of personal business.

Section 16.2: Request for personal leave must be submitted to the Department Head in writing at least forty-eight (48) hours in advance, except in an emergency.

Section 16.3: Personal leave is not cumulative from year to year.

Section 16.4: In cases of reinstatement within one (1) year or transfers, as provided under this Agreement, unused personal leave credit shall be restored or transferred.

## **ARTICLE 17 BEREAVEMENT LEAVE**

Section 17.1: The Village shall continue its current policy of permitting full-time employees to take up to a maximum of three (3) days off without loss of pay in the event of death of a member of the employee's immediate family. Immediate family shall be defined as father, mother, grandparent, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son, daughter, spouse, son-in-law, daughter-in-law, grandchild, niece, nephew, aunt or uncle and any individual who makes a home with the employee.

## **ARTICLE 18 LEAVE FOR JURY DUTY**

Section 18.1: On proof of the necessity of jury service, leave of absence with pay shall be granted to an employee for that purpose upon receipt of proof of attendance from the court clerk.

Section 18.2: Employees will report to work prior to or subsequent to the performance of their jury duty on the same day if the complete day is not all credited to jury duty.

## **ARTICLE 19 TIME OFF FOR CIVIL SERVICE EXAMINATIONS**

Section 19.1: Permanent employees will be allowed time off with pay to take Wyoming County and New York State Civil Service Examination Leaves for all other examinations shall be charged to an employee's vacation or personal leave credits.

## **ARTICLE 20 LEAVE OF ABSENCE WITHOUT PAY**

Section 20.1: Application for leave without pay may be filed by an employee, in writing, with the Head of the Department. Such application shall state the reason for the requested leave and the duration thereof. If approved by the Department Head, the application shall be submitted to the Village Board and leave of absence shall be granted only when finally approved by the Village Board.

## **ARTICLE 21 RETIREMENT**

Section 21.1: Except for the period described in 21.2 below, the Village will provide retirement benefits for employees pursuant to Section 384-d non-contributory or comparable benefits.

Section 21.2: Effective May 31, 2000, employees covered by this agreement shall have the opportunity to enroll in Section 384-e non-contributory plan of the

New York State Police and Fire Retirement System. Eligibility to enroll in this plan shall cease May 30, 2001.

Section 21.3: The Village agrees to provide and fully fund rider 41J to the retirement program pertaining to the application of unused sick leave as additional service credit, up to the maximum allowed by the New York State Police and Fire Retirement System.

## **ARTICLE 22 HEALTH INSURANCE**

Section 22.1(a) All full-time employees hired before March 1, 2008 who enroll in the health insurance coverage shall pay 10% of the premium for their particular policy for remainder of their Village service. Payments will be made through payroll deductions on a bi-weekly basis or by surrendering an equivalent amount of sick time hours during the first payroll period of each fiscal year. The choice of payment method must be made (in writing) by May 1st of each year.

2008-2009	Family	10% of premium or equivalent hours of sick time
	*2-person	
	Single	10% of premium or equivalent hours of sick time
2009-2010	Family	10% of premium or equivalent hours of sick time
	*2-person	
	Single	10% of premium or equivalent hours of sick time
2010-2011	Family	10% of premium or equivalent hours of sick time
	*2-person	
	Single	10% of premium or equivalent hours of sick time
2011-2012	Family	10% of premium or equivalent hours of sick time
	*2-person	
	Single	10% of premium or equivalent hours of sick time

All employees hired after March 1, 2008 must pay 20% of any health care premiums.

The Union agrees to cooperate with the Village in reducing the cost of health care premiums; however, the plan shall remain equal or better than the existing plan at the time of ratification of this agreement.

Employees may change their health insurance options each year during the month of November, unless another period is jointly agreed upon by both parties.

Section 22.1(b): The Health Insurance plan provided at the commencement of this contract will be:

#### Independent health iDirect 3

Section 22.2: If an employee upon retirement has unused sick leave to his credit, the unused sick leave shall be applied to pay insurance premiums of the employee or spouse after retirement until the total value has been depleted. Thereafter, an employee shall be allowed to remain in the Village Plan and to self pay for his/her health insurance by remitting the premium on a monthly basis to the Village Clerk.

Any retiring employee may also elect to be bought out of any unused sick time at the time of retirement. The buyout would be 25% of the face value and would be figured using the rate from the last full year of completed service. This buyout will be added to your retirement. The village will also offer a 50% buyout of sick time payable equally over a three (3) year period.

Section 22.3: Employees who are eligible for health insurance coverage through the Village may repudiate such health insurance coverage and receive monetary compensation in accordance with the following:

1. Village employees who elect to repudiate their health insurance shall do so by signing the necessary letter of intent to repudiate health insurance each year in the month of May.
2. Employees who repudiate health insurance shall receive fifty per cent (50%) of the lowest family, 2 person or single premium for the health insurance plans currently available to Village employees. Such payments shall be made to employees on a bi-weekly basis through payroll.
3. In the event of loss of insurance due to death, divorce, loss of coverage or reduction in benefits, an employee may re-enter the Village plan by so notifying the Village Administrator in writing. Re-entry into the health insurance plan shall take place on the first day of the subsequent month after notification to the Village.

4. Hereafter, the Village will only pay the family or 2 person (if applicable ) premium for health insurance coverage for Village associates, married to one another with no option of the additional buy-out.

## **ARTICLE 23 JOB VACANCIES**

Section 23.1: If a vacancy occurs within the bargaining unit, an employee who is a member of the unit shall be given preference for the position provided he has the necessary qualifications and the ability to do the job.

Section 23.2: After an employee has been trained (school) and been certified in his/her position he/she must remain at that position at least three (3) years before requesting a change in assignment to another position within the Village.

## **ARTICLE 24 EMPLOYMENT SECURITY**

Section 24.1: In the event of a layoff of full-time employees in any job title, seniority shall determine the order in which employees are laid off, those employees with greater seniority being the last laid off. By written notice to the Employer within five (5) working days after layoff, laid-off full-time employees shall, subject to the applicable provisions of the Civil Service Law, be entitled to exercise their seniority to displace employees with lesser seniority in job titles subject to this Agreement for which they are presently qualified.

Section 24.2: Any recall of laid-off, full-time employees shall be in the inverse order of layoff, except that probationary employees who have been laid off shall have no recall privileges.

Section 24.3: Seniority shall be defined as length of continuous service with the Employer. Subject to those provisions of the Civil Service Law, an employee shall lose his seniority upon the occurrence of any of the following:

1. Resignation.
2. Discharge.
3. Retirement.
4. Failure to return when recalled from layoff.

5. Layoff for a period exceeding one year.

Section 24.4: Every new employee shall be on probationary employment for a period of six (6) months during which time he may be suspended, dismissed or discharged at the sole discretion of the Employer.

## **ARTICLE 25 GRIEVANCE PROCEDURE**

Section 25.1: A grievance shall be defined as a dispute between an employee and the Village regarding the interpretation or application of the terms and conditions of this Agreement. In the interest of harmonious labor relationships, the parties encourage employees and their supervisors to attempt to informally resolve potential grievances before resorting to the procedure described below.

Section 25.2: No alleged grievance shall be entertained and shall be deemed waived unless presented in writing at the first available stage (Section 26.3) within seven (7) working days after the aggrieved party or parties knew or should have known of the act and conditions on which the alleged grievance is based.

Section 25.3: An employee having a grievance will present it to his Department Head directly or through a representative of the CSEA. The Department Head shall answer said grievance within five (5) working days.

Section 25.4: If the grievance is not resolved as provided in Section 26.3 above, the dispute may be submitted in writing to the Village Mayor who shall respond to it within fifteen (15) working days.

Section 25.5: If the grievance is still not resolved, it may be presented in writing to the Village Board at the next regularly scheduled meeting in Executive Session, and the Board will have thirty (30) days thereafter to render its decision.

Section 25.6: If the grievance is still not resolved, either party may petition the Public Employment Relations Board to send a panel of seven (7) arbitrators to each party. The parties shall strike names alternately from the panel and the last remaining name shall be the arbitrator. (The parties, however, may agree prior to application to the Public Employment Relations Board upon a mutually acceptable arbitrator.)



The arbitrator shall have no power to add to, subtract from modify or delete any provision of this Agreement. The cost of the arbitration shall be borne equally by the parties.

The decision of the arbitrator shall be final and binding on both parties.

Section 25.7: A permanent employee of the Village shall not be disciplined except for just cause. In the event a permanent employee is disciplined, the provisions of Section 75 of the Civil Service Law shall apply, except for the following modification:

1. An employee who is being interrogated shall have the right to union representation.
2. The hearing officer shall be an independent arbitrator selected from a panel of arbitrators established by the parties.
3. The decision of the arbitrator shall be final and binding.

## **ARTICLE 26 ENTIRE AGREEMENT**

Section 26.1: The parties acknowledge that during the negotiations which resulted in this Agreement, each has the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties, for the duration of this Agreement, voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This document constitutes the entire Agreement between the parties, and no prior practices or policies not specifically set forth herein shall be incorporated into this Agreement.

Section 26.2: This Agreement may be amended only by the mutual written agreement of the parties. Such amendment shall be dated and signed by the parties, and shall be incorporated into this Agreement.

## **ARTICLE 27 PERSONNEL FILES**

Section 27.1: Upon prior written notice of at least two (2) working days, and employee may inspect his personnel file, subject to the following:

A. Inspections shall occur at a time and in a manner mutually acceptable to the employee and the Village. If the prior written notice so requests, an employee who has a written grievance on file, who is inspecting his personnel file with respect to such grievance may have a representative present during such inspection.

B. Pre-employment information, such as reference checks and responses, or any other information provided to the Village with the request that it remain confidential, shall not be subject to inspection or copying.

C. Upon written request, an employee may receive, at his own expense, a copy of any materials in the employee's personnel file.

Section 27.2: An employee will be notified if a formal, written warning is placed in his personnel file.

Section 27.3: An employee will be permitted to have included in his file a written statement of reasonable length in response to any formal, written warning or performance evaluation.

## **ARTICLE 28 GENERAL PROVISIONS**

Section 28.1: Coffee Breaks - Each employee is allowed fifteen minutes of personal time before lunch and fifteen minutes after lunch with the time taken so as to minimize interference with the continuance of work efforts.

Section 28.2(a) The Village will provide a uniform purchase or cleaning allowance as shown below for police officers. The uniform allowance will be paid in one lump sum at the beginning of each fiscal year during the life of the agreement, to be used as the officer's discretion.

Contract year	2008	2009	2010	2011
Amount (Full-time employees)	\$600	\$600	\$600	\$600

Contract year	2008	2009	2010	2011
Amount (part-time employees)	\$300	\$300	\$300	\$300

Uniform articles will consist of:

Trousers, raincoat, boots or shoes, name badges, collar brass, handcuffs, flashlights, long sleeve shirt, short sleeve shirt, tie, ballistic vest, service weapon (9 mm or 40 cal), capsicum spray and holder, all season coat, winter hat, gloves, off duty badge and ID, baton and holder, portable radio and holder and case, duty belt with weapon holster, magazine holder, cuff case.

The following uniform equipment and items will be provided by the Village upon an Officer's employment and must be returned to the Village upon the Officer separation from the Department:

Trousers, raincoat, name badges and department patches, long sleeve shirt, short sleeve shirt, tie, ballistic vest, collar brass, capsicum spray, all season coat, winter hat, gloves, off duty badge and ID, flashlight, portable radio and holder and case.

Section 28.2(b): Part-time police officers will receive a prorated uniform purchase or cleaning allowance as stated above.

Section 28.3: If an employee is requested to work in a higher paying job title for a period of more than two weeks, the employee shall be paid the difference in pay between the employer's regular pay and the pay he would receive if he encumbered the higher title.

Section 28.4: Employees shall be paid in accordance with the wage rates set forth in the Appendix A to this Agreement.

	2008/09	2009/10	2010/11	2011/12
<b>Police</b>	<b>3.25%</b>	<b>3.25%</b>	<b>3.50%</b>	<b>3.50%</b>

Section 28.5: At the beginning of each calendar year, each employee shall be given a list of all accrued leave he has earned.

Section 28.6a The Village agrees to pay longevity increments to be paid each year to all qualified employees, in accordance with the following schedule:

<b>Years of Continuous Service</b>	<b>Amount of Longevity</b>
10 Years	\$ 250.00
15 Years	\$ 300.00
20 Years	\$ 400.00
25 Years	\$ 450.00
30 Years	\$1,000.00

Section 28.6b To be eligible for longevity the following criteria must also be met:

1. The eligible employee must receive a satisfactory evaluation in each year between longevity benchmarks. In the event an eligible employee does not receive satisfactory evaluations in each year, the longevity shall be paid on a pro rata basis.
2. If the Village fails to evaluate an employee in any given year, that employee's evaluation shall be deemed to be satisfactory for that year.
3. A rating of unsatisfactory shall be grievable in accordance with Article 26.

Section 28.7: Mileage - Any employee who is required to use his/her vehicle in the performance of his/her job duties shall receive reimbursement for mileage at the rate established for the Internal Revenue Service.

Section 28.8: The Village shall provide \$2,500.00 per year for the life of this agreement in the police budget for Inservice training such as fingerprinting, sexual offenses, interrogation and interviews, family offenses, vehicle and traffic, public relations and firearm defensive tactics, etc., not to include Article 35, Mandatory recertification, or update on police law and procedure.

Section 28.9: Permanent employees who have completed three years of service shall be entitled to bonuses for attaining additional college credits in police science or criminal justice on the following basis:

Hours Completed	Bonus
25 - 30 hours	100
50 - 60 hours	an additional 100
75 - 90 hours	an additional 200
100 - 120 hours	an additional 200

## **ARTICLE 29 MISCELLANEOUS POLICE UNIT PROVISIONS**

Section 29.1: Shift preference within the Police Unit will be given to the most senior officer. The most senior officer may elect a change of shifts once per year, effective at the beginning of the new fiscal year.

Section 29.2: The Police Department work schedule will be posted at least four (4) weeks in advance.

Section 29.3 Police Officers may exchange regular work or leave schedules among themselves, provided prior approval of the Chief of Police is obtained.

Section 29.4: Part-time Police Officers will be paid at their regular hourly rate for time actually in attendance at the required basic training course.

Section 29.5: Police Officers shall be entered into the random drug/alcohol testing consistent with the D.P.W.

## **ARTICLE 30 PARENTING LEAVE**

Section 30.1 Pregnant employees are entitled to parenting leave for a period of one year for the birth of a child.

During a period of leave for child care, employees shall be permitted upon request, to use any or all vacation leave and personal leave.

Pregnant employees who request a leave for child care of less than one year are entitled to have such leave extended upon request up to the one year maximum.

Section 30.2 Pregnant employees may be asked or encouraged to report the existence of a pregnancy, but they may not be required to do so.

In any case, where the appointing authority believes the employee is unable to perform the duties of the position because of pregnancy, the employee may be required to undergo a medical examination at the Village's expense, by a physician designated by the Village. A pregnant employee who is determined to be medically disabled from the performance of job duties must be treated the same as any other employee similarly disabled insofar as disability leave benefits are concerned. Sick leave may be used during a period of medical disability. Generally, the period of such disability is deemed to commence approximately four weeks prior to delivery and to continue for six weeks following delivery, unless medical documentation establishes a different period of disability.

## **ARTICLE 31 DURATION AND TERMINATION**

Section 31.1: This Agreement shall be effective as of the first day of June, 2004 and shall continue in full force and effect until the thirty-first day of May 2008.

Section 31.2: If either party desires to terminate or modify this Agreement it shall, one hundred eighty (180) days prior to the termination date, give written notice of such desire by certified mail to the other party.

Section 31.3: This Agreement shall be binding upon the employer and its successors, assignees, lessees or transferees of the employer or any other parties to contracts with the employer, which successors, assignees, lessees, transferees or parties provide similar to those provided by members of the bargaining unit represented by CSEA, Inc.

## **APPENDIX A - SALARY RATES**

### **POLICE OFFICERS**

	Start	After 1 Year	After 2 Years	After 3 Years
2008-2009	\$36,815	\$38,480	\$40,145	\$41,810
2009-2010	\$38,012	\$39,731	\$41,450	\$43,169
2010-2011	\$39,342	\$41,121	\$42,901	\$44,680
2011-2012	\$40,719	\$42,561	\$44,402	\$46,244

### **PART-TIME OFFICERS**

	STARTING	AFTER 3 YEARS	AFTER 6 YEARS
2008-2009	\$14.75	\$15.25	\$16.00
2009-2010	\$15.25	\$16.00	\$16.75
2010-2011	\$15.75	\$16.75	\$17.50
2011-2012	\$16.25	\$17.50	\$18.25